



**Town of South Bruce Peninsula**

**Quotation TREAS 17-05**

**Playground Equipment  
at the Red Bay Park**

## **Town of South Bruce Peninsula**

### **Quotation TREAS 17-05**

#### **Playground Equipment at the Red Bay Park**

The Town of South Bruce Peninsula is requesting quotations for playground equipment to be supplied and installed beside the Red Bay Park located at the intersection of 2 Waterview Road and 87 Symon Avenue in Red Bay. Sealed bids will be received at the Town of South Bruce Peninsula Municipal Office until **2:00 pm** local time on **November 24, 2017**.

Bid packages and details may be obtained from the Town of South Bruce Peninsula's Municipal Office, at the address below, or on the Town website at [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com)

Quotations are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval and subject to budgetary constraints. The lowest or any bid will not necessarily be accepted. The Town of South Bruce Peninsula acknowledges and strives to abide by the MASH Annex.

**Annette Robson**  
**Deputy Manager of Financial Services**  
**Town of South Bruce Peninsula**  
**315 George St., PO Box 310**  
**Warton ON N0H 2T0**  
**(519) 534-1400**

## Information to Bidders

### 1 General

Sealed bids will be received until **November 24, 2017 at 2:00 p.m.** in sealed envelopes clearly marked with the following:

**Playground Equipment at the Red Bay Park  
Quotation TREAS 17-05**

**Town of South Bruce Peninsula  
Attention: Annette Robson  
Deputy Manager of Financial Services  
315 George St, PO Box 310  
Warton ON N0H 2T0**

The envelope is to include the bidder's company name and return mailing address.

The bid must be submitted on the quotation forms as provided by the Town of South Bruce Peninsula. No changes may be made to bids after they have been received. If more than one (1) quotation form is submitted by a bidder, the only one considered and opened will be the envelope with the most recent time/date of receipt. Electronically transmitted bids (i.e. fax or email) will not be considered.

### 2 Quotation Requirements

The following **must** be completed and submitted with your bid.

Quotation Form Q-1  
References  
Statement by Bidder  
Addendum(s) (If any)

Bidders are required to prepare their bid in accordance with this quotation document, as well as the Town of South Bruce Peninsula's Purchasing Procedures. The successful bidder will be required to enter into a contract with the Terms and Conditions as set out in the quotation.

Bids shall be submitted on our quotation form only.

Quotes that do not comply strictly with our terms and conditions or bids which are

incomplete, obscure or made subject to further conditions or qualified may be rejected as informal or disqualified by the Town of South Bruce Peninsula.

A bid may be withdrawn any time prior to closing.

The Town does not bind itself to accept the lowest or any bid submission. Bids must be legible and completed in ink or typewritten with all blanks filled in.

Within the bid submission, if the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.

### **3 Insurance**

Upon award of the contract, the successful bidder must furnish to the Corporation, at his/her cost, a certified copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:

- \$2 million – general liability and automobile liability policies

Such policy shall contain:

- a “Cross Liability” clause or endorsement;
- an endorsement certifying that The Town of South Bruce Peninsula and the successful bidder are included as additional named insured;
- an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.

The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation. The insurance coverage noted above shall be maintained in force throughout the term of the successful bidder’s contract agreement.

### **4 Equipment**

The successful bidder shall furnish and maintain all such equipment as is considered necessary for conducting the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe efficient working condition. Equipment used by the successful bidder shall be such that no injury to the workers or property will result from its use. The successful bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and services performed hereunder. The successful bidder shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to employees

performing such work and all other persons who may be affected thereby.

The successful bidder shall be responsible and accept all liability for the licensing, inspections and any compliance with federal, provincial or municipal laws as they pertain to the vehicles to be used. Furthermore, the successful bidder will furnish to the Town any and all vehicle safety certificates on the vehicles to be used under the contract if requested.

Where a vehicle is hauling material for use in the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the successful bidder shall not cause or permit such vehicle to be loaded beyond the legal limit as specified under the *Highway Traffic Act*, whether such vehicle is registered in the name of the successful bidder or otherwise.

## **5 Bribery or Corrupt Practice**

Should the successful bidder or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Town Council, officers or servants of the Town, the Town of South Bruce Peninsula shall be at liberty to cancel the contract forthwith or to direct the Town to take the whole or any part of the works out of the hands of the successful bidder under the same provisions as those specified.

## **6 Assignment and Sub-letting**

Potential bidders should be aware that the successful bidder shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder, without the written consent of the Town of South Bruce Peninsula.

## **7 Notice to Contractor**

Any notice or communication to the successful bidder shall be deemed to be well and sufficiently given and served if handed to the successful bidder or any of his clerks or agents or if posted or sent to the address given in his bid submission for the work attached hereto, or his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left sent or addressed shall be considered to be, and to have been legally served the successful bidder. In any written or printed notice to the successful bidder in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Town to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, or the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the

specifications have not been observed; but a reference in such notice to the clause or clauses bearing the matter, and a description of the locality in general terms and sufficiently clear, in the opinion of the Town to indicate where the defect or trouble exists, shall be deemed to be and shall be ample notice.

## **8 Employees**

The successful bidder agrees that the Town of South Bruce Peninsula is not to be deemed the employer of the successful bidder or its personnel under any circumstances whatsoever.

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith give any just cause for complaint, the Town shall notify the successful bidder, in writing, stating the reasons therefore and the successful bidder shall dismiss such persons forthwith and he shall not again be employed by the successful bidder on any Town of South Bruce Peninsula work without the written consent of the Town.

## **9 No Smoking Policy**

The successful bidder, as well as their employee(s), must at all times abide by the Town's No Smoking Policy, Policy D.6.1, as well as any and all provincial and federal no smoking regulations, when performing the work under the contract agreement.

## **10 Working Safely**

The successful bidder shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary. The successful bidder shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and Occupational Health and Safety Act, and the Ontario Electrical Safety Code as applicable to the scope of work.

The successful bidder shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The successful bidder shall observe and comply with all Municipal and Provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The successful bidder must ensure that during the performance of the work of the contract, its personnel are equipped and wear appropriate personal protective equipment: footwear, head protection, etc.

A copy of the Health and Safety Policies of the Town of South Bruce Peninsula is available to the successful bidder upon request. The successful bidder is required to comply at a minimum with the safety standards of the Town of South Bruce Peninsula. The successful bidder shall provide a copy of their own Health and Safety Policy upon request.

The Town of South Bruce Peninsula retains the right to stop the successful bidder's work without penalty to the Corporation if the bidder does not comply with the Occupational Health and Safety Act, and the Health and Safety Policies and Procedures of the Town of South Bruce Peninsula, or creates an unacceptable health and safety hazard.

The successful bidder shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act* or any other *Act*, whether Provincial or Federal, in respect to all his employees or operations and shall, upon request, furnish the Town of South Bruce Peninsula with satisfactory evidence that as, the successful bidder, the provisions of any act have been complied with.

The successful bidder will provide to the Town a WSIB Clearance Certificate or proof of WSIB Independent Operator Status prior to the execution of any contract.

## **11 Accessibility Regulations for Contracted Services**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

## **12 Other Rights**

No tender, proposal, or quotation will be accepted from any person or company which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract without prior approval of Council.

## **13 Payments**

Payment by the Town of South Bruce Peninsula to the successful bidder will be made in accordance with the quotation submission. Upon completion of the work the successful bidder will submit an invoice to the Town of South Bruce Peninsula. Payment by the Town of South Bruce Peninsula to the successful bidder will be made within forty five (45) days of the date of the delivery of the invoice.

## **14 Sales Tax**

The bidder will not include the Harmonized Sales Tax (HST) in the quotation prices.

## **15 MASH Annex**

The Town of South Bruce Peninsula acknowledges that this quotation is subject to the MASH Annex.



## Scope and Specifications

### 1 Scope of Work

This quotation is for the supply and installation of playground equipment at the Red Bay Park at the intersection of 2 Waterview Road and 87 Symon Avenue in Red Bay. It is recommended that bidders visit the location to familiarize themselves with the conditions. A map of the location is included with this package. Please note the space constraints are approximately 30'x40' for the play equipment.

### 2 Specifications

Suppliers shall provide an activity zone area conforming to the following specifications:

- ❖ Equipment is required to be designed to meet CAN/CSA-Z614-07 Standard for Children's Playspaces and Equipment. Equipment is to be designed for children between the ages of 3 to 12 years.
- ❖ Preferred features in the playground are as follows:
  - Slide (plastic)
  - Climbing feature
  - Shade feature
- ❖ Posts are to be 5" round or 4" square at a minimum.
- ❖ The Town will not consider equipment with see through bubbles or areas where it would be difficult to view playing children.

The objective is to provide a variety of equipment that will provide a variety of play options. The bidder will include colour options in the quotation submission.

A minimum of three weeks prior to equipment installation, the successful bidder is to coordinate with the Town and provide Activity Zone Area dimensions to meet CSA specifications. Once the successful bidder has provided the dimensions of the new playground equipment, the Town will remove the existing playground. After the equipment has been installed by the successful bidder, the Activity Zone Area will be filled by the Town with material suitable for playground.

Any excavation required is to be completed by the successful bidder.

The bidder should include all costs including the costs of equipment, labour, installation, transportation and any other costs. Please ensure that all costs are itemized on the quotation form. Prices not itemized will not be considered to be part of the quotation

bid. The Town will hold the bidders to the costs as outlined in the quotation bid document.

### 3 Project Location

The playground equipment is to be installed at Red Bay Park, located at the intersection of 2 Waterview Road and 87 Symon Avenue in Red Bay. A map of the proposed work area is included below.



### 4 Hours of Work

Work will be permitted between 7:00 am to 7:00 pm, Monday to Saturday. No work is to be performed outside of these hours, unless requested by the successful bidder and permitted by the Town. Supply, installation, and all work is to be completed by May 1, 2018. Extension of the completion date may be granted in writing by the Town, upon written request from the successful bidder.

### 5 Work Zone

The work zone is to be protected during equipment installation and after hours to ensure the safety of the park and users and to prevent accidental intrusions into the worksite.

### 6 Warranty

All equipment must carry a minimum five (5) year warranty.

### Quotation Form Q-1

Item Name	Quantity	Description of Equipment	Price (Excluding HST)
<b>Total Price (Excluding HST)</b>			<b>\$</b>

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature of Authorized Person

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Name (Please Print)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 E-mail Address

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bidder's Initials

### References

List below, three references of similar contracts:

Company Name / Contact	Telephone #	Contract Description
1.		
2.		
3.		



## Statement by Bidder

Bid Document Name: Playground Equipment at the Red Bay Park

Bid Document Number: TREAS 17-05

Bidder Company Name: \_\_\_\_\_

Bidder Company Address: \_\_\_\_\_

\_\_\_\_\_

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Position